

**State of Michigan**  
**Department of Health and Human Services**  
**Bureau of Grants and Purchasing (BGP)**  
**PO Box 30037, Lansing, MI 48909**

**Or**  
**235 S. Grand Avenue, Suite 1201, Lansing, MI 48933**

**CONTRACT NUMBER: Adoption**  
**Between**  
**THE STATE OF MICHIGAN**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**And**

CONTRACTOR		PRIMARY CONTACT	EMAIL
CONTRACTOR ADDRESS			TELEPHONE
			- -
STATE CONTACT	NAME	TELEPHONE	EMAIL
Contract Administrator		- -	
BGP Analyst		- -	

<b>CONTRACT SUMMARY</b>			
SERVICE DESCRIPTION	Adoption		
GEOGRAPHIC AREA	Statewide		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$	
CONTRACT TYPE	Unit Rate		

The effective date of this Contract will be the date listed in the "Effective Date" box above, or the date of Michigan Department of Health and Human Services (MDHHS) signature below, whichever is later.

The undersigned have the lawful authority to bind the Contractor and MDHHS to the terms set forth in this Contract. The Contractor's signature certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Director or Authorized Designee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**FOR THE STATE:**

MICHIGAN DEPARTMENT OF HEALTH AND  
HUMAN SERVICES

\_\_\_\_\_  
Signature of Director or Authorized Designee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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This Contract will be in effect from the date of Michigan Department of Health and Human Services (MDHHS) signature through . No service will be provided and no costs to the state will be incurred before , or the effective date of the Contract, whichever is later. Throughout this Contract, the date of MDHHS signature or , whichever is later, will be referred to as the begin date.

Agreement Period

Amount

At the discretion of MDHHS, this Contract may be renewed in writing by an amendment not less than 30 days before its expiration. This Contract may be renewed for up to two additional one-year periods.

## 1. PROGRAM REQUIREMENTS

### 1.1. Client Eligibility Criteria

- a. The Contractor must perform activities for Michigan permanent wards who are Title IV-E funded and Michigan Children's Institute (MCI) wards for which adoption is the plan or for children from a participating Inter-State Compact (ICPC) state's child welfare system that has been referred for adoption services to Michigan through ICPC. Any exceptions to these criteria must be approved by the Adoption Program Office Manager.
- b. Determination of Eligibility

Determination of eligibility will be made by MDHHS.

### 1.2. Referral Process

- a. Adoption referrals are initiated by MDHHS. Contractors must not transfer adoption cases to another child placing agency. After acceptance of an adoption referral, the Contractor must not transfer the case back to the Department, except upon the written approval of the local MDHHS county office Director, the Children's Services Agency Director or Bureau of Out-of-Home Services Director.

If MDHHS makes a referral to a child placing agency for adoption services pursuant to a contract with the child placing agency, the child placing agency must accept or decline the referral within seven working days of receipt of the referral.

- b. MDHHS will provide the child placing agency with a referral packet as prescribed in Section 210 of the Adoption Services Manual (ADM 210) at the time of referral to a private child placing agency.
- c. MDHHS will send a copy of the case file to the Contractor within ten working days of receipt of notification when an eligible child is photo-listed on MARE and the Contractor notifies the local MDHHS county office that the Contractor has a studied and approved available family.

## 2. CONTRACTOR RESPONSIBILITIES

### 2.1. Email Address

The Contractor authorizes MDHHS to use the contact information below to send Contract related notifications/information. The Contractor must provide MDHHS with updated contact information if it changes.

Contact email address:

### 2.2. Requests for Information

The Contractor will be required to meet and communicate with MDHHS representatives and MDHHS will require the Contractor create reports or fulfill requests for information as necessary to fulfill the MDHHS' obligations under statute and/or Dwayne B. v. Whitmer, et al., 2:06-cv-13548, herein referred to as the Modified Implementation, Sustainability, and Exit Plan (MISEP).

The Contractor must make available to MDHHS copies of any outside reviews, non-redacted FOIA requests, or audits relating to the contracted program.

### 2.3. Geographic Area

The Contractor must provide services described herein in the following geographic area: Statewide.

### 2.4. Licensing Requirements

The MDHHS Division of Child Welfare Licensing (DCWL) is the licensing agency for Child Placing Agencies (CPA). A license issued to a certain person or organization at a specific location, is non-transferable, and remains the property of the Department. Therefore, a child placing agency must be established at a specific location.

The Contractor must ensure that, for the duration of this Contract, it will maintain a license for those program areas and services that are provided for in this Contract.

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If the Contractor fails to comply with this section, MDHHS may terminate this Contract for default.

The Contractor is licensed to provide service under this Contract under the following license number: **CB**

## 2.5. Location of Office

The Contractor must provide services described herein at the following location(s):

## 2.6. Program Focus and Statement

The Contractor must perform activities for Michigan permanent wards that are Title IV-E funded and Michigan Children's Institute (MCI) wards for which adoption is the plan or for children from a participating Inter-State Compact (ICPC) state's child welfare system that has been referred for adoption services to Michigan through ICPC.

Reimburse licensed child placing agencies through a current MDHHS adoption contract at specific rates for the legal placement and finalization of an adoption for an eligible child. Per diem payments for cases referred to the contractor by MDHHS for adoption services are identified in the Schedule B Pricing Matrix. The total per diem amount paid is not deducted from the applicable placement rate when the child is placed by the court in an adoptive family home. The Adoption Program Office will reimburse for contractor's staff successful completion of applicable training provided by the Office of Workforce Development and Training.

The Contractor must provide MDHHS with copies of their Adoption Program Statement. The program statement must comply with the requirements of MDHHS Division of Child Welfare Licensing standards and MDHHS policy. The Contractor must inform MDHHS of any changes made to the program statement at any point during the term of this Contract and provide copies of the new program statement to MDHHS within 60 days.

## 2.7. Reserved

## 2.8. Credentials

The Contractor must ensure that appropriately credentialed or trained staff under its control, including Contractor employees and/or subcontractors, perform functions under this Contract.

## 2.9. Compliance Requirements

Except as stated in e. below, the Contractor must comply with the following requirements:

- a. Follow all applicable MDHHS policy and MDHHS policy amendments including fingerprint-based criminal history policy. MDHHS policies and MDHHS policy amendments/bulletins are published on the following internet link: <https://dhhs.michigan.gov/olmweb/ex/html/>.
- b. Ensure that it provides all applicable MDHHS policy and MDHHS policy amendments to social service staff and that social service staff complies with all applicable requirements.
- c. Follow MDHHS non-discrimination statement:

The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to a beneficiary's eligibility or a person's ability to perform the duties of a particular job. The statement is supported by MDHHS policy bulletins APB 2020-013/APB 2020-20, Elliott-Larsen Civil Rights Act (ELCRA) and Executive Directive 2019-09. The policy and directive highlight staff and affiliates expectation of being proactive in identifying and eliminating barriers to our customers specific needs, ensuring there is no inequitable impact on any individual or group, so we may all achieve our highest potential.

The above statement applies to all MDHHS supervised children, and to all applications filed for adoption of MDHHS supervised children, including MDHHS supervised children assigned to a contracted child placing agency.

- d. Accept a referral from MDHHS under this Contract by doing either of the following:
  - 1) Submit a written agreement to MDHHS to perform the services related to the child or children that the Department referred to the Contractor, or
  - 2) Engage in any other activity that results in MDHHS being obligated to pay the Contractor for the services related to the child or children that the Department referred to the Contractor.
- e. The Contractor acknowledges that it has waived any legal protections under MCL 722.124e, MCL 722.124f, and/or MCL 710.23g to decline to provide any services that conflict with, or under circumstances that conflict with, the child placing agency's sincerely held religious beliefs unless those beliefs are contained in a written policy, statement of faith, or other document adhered to by the child placing agency.

- f. Ensure all directives and services ordered by the court are completed to the satisfaction of the court within the timeframes ordered.
- g. Participate in random moment time studies (RMTS). A RMTS is a process where participants are emailed short surveys and asked to indicate what they were doing at an assigned time. The time study is required to determine the amount of time spent on various activities. Based on these results, MDHHS determines the amount that can be charged to various funding sources.
- h. Comply with MDHHS Modified Implementation, Sustainability, and Exit Plan to ensure all applicable provisions and requirements of Dwayne B. v. Whitmer, et al., 2:06-cv-13548, Modified Implementation Sustainability and Exit Plan.
- i. Diversity, Equity, Inclusion

The Contractor will recruit and employ a diverse staff reflective of the Contractor's client population.

- j. Comply with the provisions below:
  - 1) 1984 Public Act, 114, as amended, being M.C.L. 3.711 et seq., Interstate Compact on the Placement of Children
  - 2) 1939 Public Act 288, Chapter X, being M.C.L. 710.1 et seq., Michigan Adoption Code
  - 3) 1984 Public Act 203, as amended, being M.C.L. 722.951 et seq., Michigan Foster Care and Adoption Services Act
  - 4) 1975 Public Act 238, as amended, being M.C.L. 722.621 et seq., Child Protection Law
  - 5) 1982 Public Act 162, as amended, being M.C.L. 450.2101 et seq., Michigan Nonprofit Corporation Act
  - 6) 1994 Public Act 204, as amended, being M.C.L. 722.921 et seq., Michigan Children's Ombudsman Act
  - 7) 1973 Public Act 116, as amended, being M.C.L. 722.111 et seq., Michigan Child Care Organization Act
  - 8) The Social Security Act, as amended by the Multiethnic Placement Act of 1994 (MEPA), Public Law 103-382, and by Section 1808 of the Small Business Job Protection, the Interethnic Adoption Provision (IEAP)
  - 9) The Indian Child Welfare Act (ICWA), Public Law 95-608 being 25 U.S.C. 1901 et seq.
  - 10) 1976 Public Act 453, as amended, being M.C.L. 37.2101 et seq., Elliott-Larsen Civil Rights Act
  - 11) Preventing Sex Trafficking and Strengthening Families Act, Federal PL 113-183
  - 12) P.L. 110-351, known as the Fostering Connections to Success and Increasing Adoptions Act of 2008
  - 13) Social Security Act, 42 USC 671(a)(20)
  - 14) Federal Bureau of Investigation (FBI), Criminal Justice Information Services (CJIS) Security Policy located on the following link:

## 2.10. Services to be Delivered

### a. General Adoption Responsibilities

#### 1) The Contractor must:

Place the child for adoption under the provisions of this Contract or assist in the child's placement by another private child placing agency or local MDHHS county office.

- a) Provide adoptive activities including placement, case management, supervision, and court related requirements if acting as the child placing agency. The child placing agency will be the Contractor that has identified an adoptive family.
- b) Work cooperatively and develop a written plan with the child placing agency to coordinate and share responsibility for pre-placement activities and associated costs for transportation and other case services as prescribed in Adoption Services Policy, ADM720, if the Contractor has identified an adoptive family for a child under the supervision of another child placing agency.
- c) Provide full adoption services for the child as detailed in this contract when a placement for adoption disrupts or a finalized adoption dissolves within 18 months of the date of the order for placement or finalization unless ordered or directed otherwise by the Court or MDHHS.

The responsible contractor is defined as the Contractor that had adoption planning responsibilities for the child when the initial adoption placement occurred. For cases involving a child's child placing agency and an adoptive family's child placing agency, the responsible contractor is the child's child placing agency, unless agreed upon by both child placing agencies that the case will remain with the adoptive family's child placing agency. The exception will be in a contested case where a child is placed in an adoptive family home against the recommendation of the contractor.

- d) Provide guidance to the child's foster parent in preparation of the child for adoption or in facilitating a transfer of the child's attachment to the adoptive family parents.
- e) Act as the adoptive family's child placing agency, provide a copy of the court order placing the child in the adoptive family home within 30 business days to the child's child placing agency in instances where the child's child placing agency has performed pre-

placement activities for the adoptive family's child placing agency.

- f) Develop plans for the effective use of cross-jurisdictional resources to facilitate timely adoptive or permanent placements for waiting children, which include: photo listing on Michigan Adoption Resource Exchange (MARE) website, networking with other private child placing agencies in determining availability of foster and adoptive families, and other recruitment activities that are statewide and national in nature.
- g) Maintain documentation of completion of the above listed requirements in the child's adoption case file for review by MDHHS.

b. Adoption, Recruitment, Orientation and Training

1) The Contractor must:

- a) Develop and implement a plan for adoptive family home recruitment, retention, and support consistent with the MDHHS DCWL Licensing Standards specific to the Contractor's license specified in Section 2.4.
- b) Provide adoption family recruitment activities in collaboration with other private child placing agencies and local MDHHS county offices to focus on children photo-listed MARE.
- c) Work cooperatively with other contracted adoption child placing agencies, MDHHS, and trained adoptive family parents to provide orientation and training. It is recommended adoptive family parent peer mentors be matched to prospective and new adoptive family parents. Retain in the case record verification of training provided to the adoptive family including but not limited to:
  - (1) Type of training provided.
  - (2) Date training provided.
  - (3) Subject material covered during training.
- d) Involve children in the planning and organizing of adoption family recruitment events.
- e) Develop supports for children moving to permanency through adoption. Best practice research indicates that support groups, peer mentors, informational sessions and individual counseling are effective tools. Develop appropriate rituals, and recognition for the transitions experience are part of the adoption process.
- f) Provide information to the prospective adoptive family parent(s) regarding the adoption assistance programs on behalf of all children available for adoption.



If the Contractor fails to provide information, fails to apply for adoption assistance, or finalizes an adoption prior to the execution of an adoption assistance contract, and it is later determined that the child was eligible for adoption assistance, the Contractor must be responsible for providing financial support to the adoptive family equal to the adoption assistance amount and eligible Medicaid coverage, from the time the adoptive family makes the request for the re-determination of eligibility and the date MDHHS determines that an error occurred based on the Contractor's failure to inform or apply for adoption assistance.

c. MARE Related Responsibilities

1) The Contractor must:

- a) Register children with MARE per policy timeframes and requirements.
- b) Inform and prepare children concerning the process of photo listing. Children must be adequately attired and well groomed. Adequately attired is defined as that which a parent would provide for their child in a school photo. The Contractor is responsible for securing photography services and may request coupons or assistance from the MARE office. The Contractor is responsible for facilitating transportation to key photo sites and supervision of the child(ren) during the process.
- c) Involve children over the age of nine, as appropriate to the child's ability, in developing individual recruitment materials and narratives for MARE photo listing.
- d) Submit a copy of the Order Placing Child after Consent and the Order of Adoption to the MARE office within ten working days of issuance by the court.
- e) Determine the MARE potential adoptive family 'match' is appropriate. Then, the child's and adoptive family's child placing agencies must begin the process towards adoption within ten business days.
- f) Provide a written brochure (developed by MARE) to adoptive families regarding their right to be included in the MARE prospective adoptive family registry and explain the process during orientation.
- g) Ensure all age-appropriate children available for adoption have knowledge and access to the MARE newsletter for children.

Notify MARE no less than quarterly of planned adoption related events scheduled or tentatively scheduled for the next quarter.

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These activities include orientation, training dates, workshops, adoption fairs, recruitment activities, post adoption support activities and guest speakers. The Contractor must indicate if the events are open to the public or limited to a specific audience and any costs for family participation.

- h) Cooperate with MARE during planning and implementation of Nation Adoption Day activities and regionally based adoption events if the local court is participating.
- i) Ensure MARE staff have access to case records, the child, child's caseworker, and other material or persons necessary for the development and updating of the child's MARE file and recruitment material.
- j) Submit the completed Disruption/Dissolution survey to MARE within 30 days of receipt of the survey from MARE.
- k) Provide MARE by October 30th of each year the following:
  - (1) The address of all offices
  - (2) Names, telephone numbers, and email addresses of all adoption workers and supervisors
  - (3) Types of services provided by the Contractor
- l) Ensure a supervisor attends the regionally based MARE sessions on changes to MARE processes and services. This individual must then be responsible to disseminate MARE information and material to appropriate Contractor staff.

d. Caseload Tracking and Reporting

The Contractor must report to MDHHS caseload ratios for social services supervisors, social service staff, and licensing staff in a format and within timeframes as determined by MDHHS.

e. Staff Training

1) Pre-Service Institute: Requirements

The Contractor must ensure that staff transferring to an adoption social service position from another children's services position have successfully completed the Office of Workforce Development and Training (OWDT) Pre-Service Institute (PSI) training and attend and complete Adoption Program Specific Transfer Training (PSTT) within six months of assuming the adoption position.

2) OWDT Registration Process

- a) The Contractor must register each individual staff member required to attend training using the web based MDHHS Learning Management System (LMS).

Link to LMS site:

<https://michigan.csod.com/client/michigan/default.aspx>.

Link to Child Welfare Training site:

[http://www.michigan.gov/mdhhs/0,5885,7-339-71551\\_11120\\_74572---.00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-71551_11120_74572---.00.html)

In some cases, OWDT will provide a form to be completed and submitted to OWDT, who will then complete the registration process within LMS.

- b) The Contractor supervisor and/or the Contractor training facility coordinator can register Contractor staff online for any training. To cancel or change training registration, the Contractor must make the changes in the LMS directly, unless the trainee was registered by OWDT. The Contractor must contact the help desk at [MDHHSTraining@michigan.gov](mailto:MDHHSTraining@michigan.gov) for changes to registrations completed by OWDT.
- c) All training completed externally must be added to the LMS database, so the training is included in the in-service training hour calculation. The name of the training, a short description, the total number of hours spent in training, and the completion date must be documented in LMS. All qualified training must be training that improves child welfare practice.
- d) Confirmations with specific details on times and locations will be emailed to the Contractor/trainee by MDHHS at least seven days before the training commences.

### 3) Training Documentation

The Contractor must maintain training documentation which verifies registration and successful completion of training. Additionally, maintain documentation of the completion of required in-service training for both social service staff and social service supervisory staff.

### 4) Completion of Security Awareness Training (SAT)

The Contractor must require each employee, subcontractor, subcontractor employee or volunteer who works directly with clients or who is authorized to have access to client fingerprint-based criminal history record information (CHRI) under this Contract to successfully

complete security awareness training (SAT) within six months of appointment to a position with (CHRI) access and every two years thereafter. Documentation of successful SAT completion be filed in the personnel record.

Security awareness training is located through the Learning Management System or can be located on the Child Welfare Training site:

[http://www.michigan.gov/mdhhs/0,5885,7-339-71551\\_11120\\_74572---.00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-71551_11120_74572---.00.html)

5) Minimum in-service training

- a) Ensure that each social services staff receives a minimum of 32 hours of qualifying in-service training on an annual basis.
- b) Ensure that each social service supervisor receives a minimum of 16 hours of qualifying in-service training on an annual basis.

All qualified training must be training that improves child welfare practice.

f. Unit definitions

1) Unit Title: Placement:

One unit equals the length of time from the receipt of the written order from the court terminating all parental rights or the date the DHS-3600 is fully executed, whichever is later, to the date of the signed documentation from the court (DHS 5308, petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation.

If the child's goal changes from adoption to another goal and then changes back to the goal of adoption, the Contractor must obtain a new DHS-3600 for adoption services for the updated goal of adoption.

2) Unit Title: Finalization

One unit equals receipt of an Order of Adoption for a child for whom a Placement rate was paid.

3) Unit Title: Permanency

One unit equals an adoption that does not end in dissolution within 182 days of the issuance of an Order of Adoption. The Permanency Unit Rate must be paid at the same time as the Finalization Unit

Rate. The Contractor is responsible for repayment of the Permanency Unit Rate for those cases for which the adoption ended in dissolution.

4) Unit Title: Early Adoption – Level 2

One unit equals one DHS-5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, signed and dated by the court 180 or fewer days after the date of placement as defined in Section 2.10. f. 1) above.

5) Unit Title: Early Adoption - Level 1

One unit equals one DHS-5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, signed by the court more than 180 days but 240 or fewer days after the date of placement as defined in Section 2.10. f. 1) above.

6) Unit Title: Baseline

One unit equals one DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, signed and dated by the court more than 240 days, but 300 or fewer days after the date of placement as defined in Section 2.10. f. 1) above.

7) Unit Title: Late Adoption - Level 1

One unit equals one DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, signed and dated by the court more than 300 days, but 365 or fewer days after the date of placement as defined in Section 2.10. f. 1) above.

8) Unit Title: Late Adoption - Level 2

One unit equals one DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, signed and dated by the court more than 365 days, but 545 or fewer days after the date of placement as defined in Section 2.10. f. 1) above.

9) Unit Title: Late Adoption - Level 3

One unit equals one Adoption Petition documentation or Order Placing Child, whichever is earliest, signed and dated by the court more than 545 days, but 730 or fewer days after the date of placement as defined in S Section 2.10. f. 1) above.

10) Unit Title: Late Adoption – Level 4

One unit equals one Adoption Petition documentation or Order Placing Child, whichever is earliest, signed and dated by the court more than 730 days after the date of placement as defined in Section 2.10. f. 1) above.

11) Unit Title: MARE

One unit equals one Order Placing Child document signed and dated by the court for a child who has been registered for photo listing on MARE by another child placing agency.

a) The Contractor is not eligible for the MARE rate if the Contractor photo lists the child. The exception to allow for payment of the MARE rate to the supervising child placing agency requires the Contractor to submit a written memo request with documentation verifying that:

- (1) The child was photo listed for six months since initial photo listing and
- (2) One of the following is true regarding the identified family:
  - (a) The family is a newly approved recruited family.
  - (b) The family is newly identified relative.
  - (c) The family is a previous or current foster parent who has provided care for the child during the time that the child was photo listed had indicated in writing that they were not interested in adopting the child. The written document from the family must be submitted with the MARE payment request.

12) Unit Title: Residential

One unit equals one Order Placing Child document signed and dated by the court for a child who has been placed in residential care (defined as staffed institutional care, not including foster group homes) and the child is under the Contractor's supervision for Adoption Services.

13) Unit Title: MARE and Residential Rate with Pre-placement

One unit equals one child photo-listed with MARE or in a Residential facility is placed into a prospective adoptive family home through a foster care placement to allow for a period of adjustment and supervision (prior to petition to place for adoption), the reimbursement for the appropriate rate must be calculated based on the date the pre-placement began.

The MARE and Residential Rate will be applied when the signed documentation from the court (DHS 5308 or petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation is within 270 days of placing the child in the home for foster care services.

14) Unit Title: In-State Transfer Services

One unit equals one Contractor completed satisfactory services requested for pre-placement activities for a child under the supervision of the Contractor and referred for adoptive placement to another contractor or MDHHS local office. The MDHHS monitor for the foster care case will define satisfactory services.

15) Unit Title: ICPC Existing Services – Michigan Case

One unit equals one child under the adoption services supervision of the Contractor who is referred for adoptive placement through a private or public child placing agency in the state where the adoptive family resides, and the child has previously been placed with the family through Interstate foster/relative care prior to termination of parental rights and assignment of an adoption worker.

16) Unit Title: ICPC New Services – Michigan Case

One unit equals one child under the adoption services supervision of the Contractor who is referred for adoptive placement through a private or public child placing agency in the state where the adoptive family resides, and the child has not been placed with the family through Interstate foster/relative care prior to termination of parental rights and assignment of an adoption worker.

17) Unit Title: ICPC - Case Referred from Other U.S. States

One unit equals one child under the child welfare system of another ICPC participating state who is referred to Michigan for adoption services through ICPC. DHS-3600 (for Adoption Services) is required from the local Michigan county.

18) Unit Title: Competing Parties

One unit equals rate paid on a competing parties' case in the following scenarios must not fall below the "Baseline" rate category, unless a child placing agency has failed to act according to the timeframes outlined in policy.

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- a) More than one party is interested at the same time in adopting a particular child or sibling group and is assessed by the contractor in one of the following formats: Preliminary Adoptive Family Assessment, CWL 3130 Initial Foster Home/Adoption Evaluation, or DHS 612, Adoptive Family Assessment Addendum.
- b) Two or more parties had to be assessed to adopt a particular child or sibling group and were assessed by the contractor in one of the following formats: Preliminary Adoptive Family Assessment, CWL 3130 Initial Foster Home/Adoptive Family Assessment Evaluation, or DHS612, Adoptive Family Assessment Addendum.

19) Unit Title: Recruited- Non-Photo-listed

One unit equals one Recruited- Non-Photo-listed rate when an identified adoptive family assessed by the Contractor is matched with a child assigned to another child placing agency and the child is not photo-listed with MARE. The eligible rate for the adoptive family agency is based on the number of days from the date the DHS-4809, Intent to Adopt is signed by the prospective adoptive family and the date of the signed documentation from the court (DHS 5308 or petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation or the date of the Order Placing Child, whichever is earliest.

20) Unit title: Adoption Training

Payment will be made to the Contractor for each staff that completes adoption training and passes competency tests as required.

a) Completion of the Child Welfare Pre-Service Institute:

One unit equals the completion of the MDHHS Pre-Service Institute training that includes a competency-based classroom and field training within 112 days of hire.

b) Completion of the Pre-Service Institute Child Welfare Certificate (CWC) Training:

Will be reimbursed on an actual cost basis for completion of the Office of Workforce Development and Training (OWDT)-CWC training. This training includes a competency-based classroom, and field training if the caseworker certificate holder passes the competency evaluation.



- c) Completion of the Child Welfare New Supervisor Institute Training (NSI):

Will be reimbursed on an actual cost basis for completion of the Supervisor Training. This includes training within 112 days of hire/promotion if the supervisor passes the competency-based evaluation including the written exam. This includes both NSI-Child Welfare AND NSI-Foster Care training sessions.

- d) Completion of the adoption Child Welfare Program-Specific Transfer Training (PSTT):

Will be reimbursed on an actual cost basis for completion of the adoption PSTT training. The Adoption PSTT shall be completed within 112 days of hire.

- e) Completion of OWDT Training:

MDHHS-OWDT must reimburse the Contractor at the Contractor's normal rate of reimbursement or State rates, whichever is less for staff trainee expenditures incurred as part of OWDT attendance. All Contractor staff hired on or after May 1, 1998 attending required OWDT-PSI, PSTT, and supervisor training are eligible. MDHHS-OWDT does not cover travel reimbursement for in-service training. Travel reimbursement is be limited to lodging, mileage and parking and bridge toll with the following conditions:

- (1) For each trainee who attends the training session, MDHHS will reimburse the Contractor up to five nights (Sunday night thru Thursday night) lodging per week if lodging expense is incurred. If training continues for two consecutive weeks or longer and the cost of lodging is less than the mileage cost to travel to and from the Contractor's facility over the intervening weekend, the Contractor may request the director of OWDT in advance for a travel exception for weekend lodging.
- (2) For each mile of travel to an OWDT training session closest to the Contractor's site, MDHHS will reimburse the Contractor for mileage to and from the training and the trainee's assigned work location or home, whichever is closer. The applicable State rate for mileage must be the lesser of the Contractor's prevailing rate or the State's standard rate.
- (3) Parking will be reimbursed at one-time daily parking or continuous daily metered parking actual cost, documented with a receipt.

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- (4) MDHHS will not reimburse travel costs for Contractor staff who attend more than one session (i.e., are required to repeat attendance due to absence or failure to successfully complete a session) without prior approval from DCWL.

#### 2.11. Expected Performance Outcomes

During the Contract, the Contractor must demonstrate measurable progress toward the achievement of the outcomes listed below:

- a. Fewer than 5% of placements for adoption will end in disruption within 182 days from the date of the order placing the child in the adoptive family home.
- b. Fewer than 5% of finalized adoptions will end in dissolution within 182 days of the date of the Order of Adoption.
- c. 80% of the number of children with a goal of adoption who were legally available for adoption on September 30<sup>th</sup> of the previous fiscal year, must have adoptions finalized by September 30<sup>th</sup> of the current fiscal year.
- d. 80% of the number of children with a goal of adoption who were legally available for adoption on September 30<sup>th</sup> of the previous fiscal year will have the adoption petition filed with the court by September 30<sup>th</sup> of the current fiscal year.

#### 2.12. Audit Requirements

##### **Contractor/Vendor Relationship**

This Contract constitutes a contractor/vendor relationship with MDHHS.

The Contractor must immediately report to the MDHHS Bureau of Audit any audit findings of fraud, an Ongoing Concern, financial statement misstatements, or accounting irregularities, including noncompliance with provisions of this Contract.

#### 2.13. Financial Audit Requirements

##### a. Required Audit or Audit Exemption Notice

Contractors must submit to the Department either a Single Audit, Financial Statement Audit, or Audit Exemption Notice as described below. If submitting a Single Audit or Financial Statement Audit, Contractors must also submit a Corrective Action Plan for any audit findings that impact MDHHS-funded programs, and management letter (if issued) with a response.

- 1) Single Audit  
Contractors that are a non-profit organization and that expend \$750,000.00 or more in federal awards during the Contractor's fiscal year, must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F.
  - 2) Financial Statement Audit  
Contractors exempt from the Single Audit requirements with fiscal years that receive \$750,000.00 or more in **total funding** from the Department in State and Federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS).
  - 3) Audit Exemption Notice  
Contractors exempt from the Single Audit and Financial Statement Audit requirements (1 and 2 above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Status Notification Letter and further instructions are available at <http://www.michigan.gov/mdhhs> by selecting Inside MDHHS menu, then MDHHS Audit, then Audit Reporting.
- b. Due Date and Where to Send  
The required audit and any other required submissions (i.e. Corrective Action Plan and management letter with a response), or Audit Status Notification Letter must be submitted to the Department within nine months after the end of the Contractor's fiscal year by e-mail to the Department at [MDHHS-AuditReports@michigan.gov](mailto:MDHHS-AuditReports@michigan.gov). The required submissions must be in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the Contractor name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.
- c. Penalty
- 1) If the Contractor does not submit the required Single Audit or Financial Statement Audit, including any management letter and applicable corrective action plans within nine months after the end of the Contractor's fiscal year, the Department may withhold from the current funding an amount equal to five percent of the audit year's contract funding (not to exceed \$200,000.00) until the required filing is received by the Department. The Department may retain the amount withheld as a penalty if delinquency reached 120 days past due. The Department may terminate the contract if the Contractor is 180 days delinquent in meeting the audit requirements.

- 2) Failure to submit the Audit Exemption Notice, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's funding until the Audit Exemption Notice is received.

d. Other Audits

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

2.14. Cost Reporting

The Contractor must submit annual financial cost reports based on the state's fiscal year which begins October 1 and ends September 30 in the following calendar year. The reports must contain the actual costs incurred by providers in delivering services required in this Contract to MDHHS clients for the reporting period. Costs for non-MDHHS children are not to be included. Reports will be submitted using a template provided by MDHHS. The financial reports must be submitted annually and will be due December 15 of each fiscal year. The Contractor must comply with all other program and fiscal reporting procedures as are or may hereinafter be established by MDHHS. Reports must be submitted electronically to [MDHHS-Foster-Care-Audits@michigan.gov](mailto:MDHHS-Foster-Care-Audits@michigan.gov) with the subject line: Adoption Actual Cost Report.

Failure to meet reporting responsibilities as identified in this Contract may result in MDHHS withholding payments until receipt of annual financial cost report. MDHHS may withhold from current payments an amount equal to five percent of the Contractor's reporting year MDHHS revenue (not to exceed \$60,000.00) until the required filing is received by the Department. MDHHS may retain withheld funds as a penalty if delinquency reaches 60 days past due. MDHHS may terminate the contract if the Contractor is 90 days delinquent in submitting the required annual financial cost report.

2.15. Service Documentation

The Contractor agrees to maintain program records required by MDHHS, program statistical records required by MDHHS, and to produce program narrative and statistical data at times prescribed by, and on forms furnished by, MDHHS.

2.16. Private Agency MiSACWIS/CCWIS

The Contractor shall ensure that private agency staff has access to the Michigan Statewide Automated Child Welfare Information System (MiSACWIS) or the Comprehensive Child Welfare Information System (CCWIS) through a web-based interface, henceforth referred to as the "MiSACWIS/CCWIS application." The Contractor shall ensure that staff follow the MiSACWIS/CCWIS requirements for CPA contracts which are found at:

[https://www.michigan.gov/documents/mdhhs/MiSACWIS\\_Security\\_Requirements\\_Agreement\\_for\\_CPA\\_Contracts\\_708974\\_7.pdf](https://www.michigan.gov/documents/mdhhs/MiSACWIS_Security_Requirements_Agreement_for_CPA_Contracts_708974_7.pdf)

For all private child placing agency assigned cases in MiSACWIS/CCWIS, the Contractor shall enter all case management activities, including payments and all required documentation per policy in MiSACWIS/CCWIS. The Contractor shall ensure that private agency staff has access to Michigan's statewide child welfare information systems through a web-based interface.

Henceforth, the child welfare information systems are referred to as the "MiSACWIS/CCWIS application" and includes the Michigan Statewide Automated Child Welfare Information System (MiSACWIS) and Comprehensive Child Welfare Information System (CCWIS), once it is developed and available as it incrementally replaces the MiSACWIS application. Pursuant to 45 CFR 1355.51- 59, the Contractor must exclusively use the MiSACWIS application to support the child welfare activities covered under the terms of this contract. The Contractor may not utilize any technology that duplicates any of the automated functions within the MiSACWIS or CCWIS applications.

The Contractor shall ensure that staff follow the MiSACWIS/CCWIS requirements for CPA contracts which are found at:

[https://www.michigan.gov/documents/mdhhs/MiSACWIS\\_Security\\_Requirements\\_Agreement\\_for\\_CPA\\_Contracts\\_708974\\_7.pdf](https://www.michigan.gov/documents/mdhhs/MiSACWIS_Security_Requirements_Agreement_for_CPA_Contracts_708974_7.pdf)

## 2.17. Billing

The Contractor must maintain a record system that documents the total number of units of service as defined in this Contract and delivered during the term of this Contract. These records must document the specific units billed to MDHHS under this Contract.

The Contractor must submit a payment request and required documentation to:

[MDHHS-AdoptionandGuardianshipPayments@Michigan.gov](mailto:MDHHS-AdoptionandGuardianshipPayments@Michigan.gov)

The payment request, invoice, required documentation and any subsequent corrections must be completed and received in the Adoption Program Office within 120 days of the date of the placement or finalization, whichever is applicable, as those terms are defined in Section I(M)(2-3) of this Contract.

a. Billing for all placements require the following documentation:

- 1) The payment request.
- 2) Signed Contractor invoice.

- 3) Order Terminating Parental Rights (Permanent Court Ward/Commitment).
  - 4) Signed DHS-3600 (for adoption services) with the date of acceptance indicated for cases referred on or after May 2016, or earlier if applicable.
  - 5) Signed and dated documentation by the court verifying the date that the court accepted the adoption petition and supporting documentation.
    - a) Examples of documentation may include one of the following:
      - DHS-5308, Verification of Court Acceptance of Adoption Petition
      - PCA 301, Petition for adoption date signed or stamped by the court
      - Email from court staff stating the petition has been accepted.
  - 6) Order Terminating Parental Rights, PCA 318
  - 7) Order Placing Child, PCA 320.
  - 8) Adoption Assistance Agreement, if applicable. If not applicable, include copy of MiSACWIS case funding screen.
  - 9) For cases accepted prior to 10/01/2021, if there was a per diem payment for the case the Contractor must note the per diem amount previously billed on the payment request.
- b. Billing for all finalizations require the following documentation:
- 1) The payment request.
  - 2) Signed Contractor invoice.
  - 3) Order Terminating Parental Rights (Permanent Court Ward/Commitment).
  - 4) Signed DHS-3600 (for adoption services) with the date of acceptance indicated for cases referred on or after May 2016.
  - 5) Signed and dated documentation by the court verifying the date that the court has accepted the adoption petition and supporting documentation.
    - a) Examples of documentation may include one of the following:
      - DHS-5308, Verification of Court Acceptance of Adoption Petition
      - PCA 301, Petition for adoption date signed or stamped by the court
      - Email from court staff stating the petition has been accepted.
  - 6) Order of Adoption, PCA 321.
  - 7) Adoption Assistance Agreement, if applicable. If not applicable, include copy of MiSACWIS case funding screen.
- c. For cases in which the Contractor has previously billed for the placement, the following documentation is required:
- 1) Payment request.
  - 2) Signed Contractor invoice.
  - 3) Order of Adoption, PCA 321.
  - 4) Verification of previous amounts paid in per diems and placement.
  - 5) Adoption Assistance Agreement, if applicable. If not applicable, include copy of MiSACWIS case funding screen.

- d. The MARE rate requires a copy of the MARE photo listing, the subsequent MARE "Hold" document and the required documentation listed above.
- e. The Residential rate requires a copy of the discharge summary from the residential facility, a copy of the placement record including placement with the prospective adoptive parent prior to filling the petition and the required documentation listed above.
- f. The ICPC rate(s) require the following documentation:
  - 1) Payment request.
  - 2) Signed Contractor invoice.
  - 3) Copy of the ICPC referral.
  - 4) DHS-3600 (for Adoption Services).
  - 5) Order Terminating Parental Rights (Permanent Court Ward/Commitment).
  - 6) Applicable documentation
    - a) Adoptive family home study.
    - b) Adoption supervision reports.
    - c) Adoption petition documentation.
    - d) Order Placing Child.
    - e) Order of Adoption.
- g. Billing for In-State Transfer require the following documentation:
  - 1) Payment request.
  - 2) Signed Contractor invoice.
  - 3) Order Terminating Parental Rights (Permanent Court Ward/Commitment).
  - 4) Signed DHS-3600 (for adoption services) with the date of acceptance indicated for cases referred on or after May 2016, or earlier if applicable.
  - 5) Order Placing Child, PCA 320.
  - 6) Adoption Assistance Agreement, if applicable. If not applicable, include copy of MiSACWIS case funding screen.
  - 7) For cases accepted prior to 10/01/2021, if there was a per diem payment for the case the Contractor must note the per diem amount previously billed on the payment request.
- h. Billing for Per Diems require the following documentation:
  - 1) The payment request, which includes the number of days being billed, the date range, and the number of per diem billings previously submitted on the case.
  - 2) Signed Contractor invoice.
  - 3) Copy of the Order Terminating Parental Rights (Permanent Court Ward/Commitment).
  - 4) Signed DHS-3600 (for adoption services) with the date of acceptance indicated for cases referred on or after May 2016, or earlier if applicable.

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- 5) Matched Per Diems require the signed DHS-4809, Intent to Adopt form signed by the identified adoptive family and verifications from MARE that a complete “hold” registration was submitted on the case.
  - 6) Unmatched Per Diems require verifications from MARE that a complete photo listing was submitted on the case.
- i. Billings for competing parties, in which the case would be eligible for a rate less than the Baseline rate and the Contractor is requesting the Baseline rate, requires the Contractor to submit a Competing Party Rate Exception Request (MDHHS-5445) and copies of the following documentation:
- 1) Case acceptance documentation.
  - 2) Dates of the initial inquiry.
  - 3) DHS-4809, Intent to Adoption from each competing party.
  - 4) Copies of the adoption assessment(s) for each competing party.
  - 5) Required placement or finalization documentation listed above.
- j. Placement Disruption

Disruptions require an Ex Parte Order, or order dismissing, a copy of the initial placement order, initial commitment order, documentation verifying the medical condition of the family member if appropriate, a copy of the placement check and child placing agency disruption report.

Payment after Placement for adoptions ending in disruption will only be made in the following cases:

- 1) Disruption due to medical condition of prospective adoptive family member if the adoptive family experiences a documented chronic medical condition requiring long term care, or a condition anticipated to result in the death of a family member after the adoptive family placement of a child, the Contractor must be eligible for a per-diem rate. The payment will be a portion of the appropriate rate for finalization, which is established by dividing the duration (number of days) of the adoptive family placement until disruption by 182 days. The disruption rate must not exceed the rate that would have otherwise been paid had finalization occurred.
- 2) Death of an adoptive child in cases where a child dies between order placing in the adoptive family home and the final order of adoption, the Contractor must be eligible for a per-diem from the date of placement to the date of death (unless cause of death is determined to be neglect or abuse) not to exceed the rate that would have otherwise been paid had finalization occurred.
- 3) Disruption after order placing child in the adoptive family home when the disruption order is issued more than 182 days from the date of the order placing the child in the adoptive family home, the Contractor will be paid the full finalization rate.



- 4) Disruption of placement determined by MCI Superintendent in a case where the child is placed in an adoptive family home based on the decision of the MCI Superintendent, against the recommendation of the Contractor, the Contractor will be eligible for a per-diem rate. The payment will be a portion of the appropriate rate for finalization, which is established by dividing the duration (number of days) of the adoptive family placement until disruption by 182 days. The disruption rate must not exceed the rate that would have otherwise been paid had finalization occurred. Payment for subsequent placements will not reflect a disruption.

When requesting an exception to the payment rate, it is the responsibility of the Contractor to demonstrate that requests for adoption assistance eligibility determination or MCI consent or obtaining fingerprint results delayed the adoption placement. If the delay was caused by submission of incomplete paperwork or a lack of response to requests for information, the consideration for exception will be denied. There is a 30-day standard of promptness for adoption assistance eligibility determinations, MCI regular and expedited consent requests, a 14-day standard of promptness for obtaining fingerprint results and a 90-day standard of promptness for MCI consent requests on competing parties. If information is missing, incomplete, or unclear and needing follow-up, the standard of promptness timeframe will not begin until all needed information is available for review, including legal documents and information needed to fulfill policy requirements. Delays caused by the local MDHHS office will be considered on an individual case basis. The Adoption Payment Exception Request, DHS-832 form and supporting documents must be submitted with the completed payment request.

#### k. Adoption Training Payments

The Contractor must submit the following with the completed payment request to the Adoption Program Office in central office:

- 1) A copy of the transcript reflecting the completion of the CWTI pre-service training for each adoption worker.
- 2) A statement confirming that 50% of the adoption worker's adoption caseload will be children in the MDHHS foster care system.

#### l. Classroom Training Payments

- 1) The Contractor must submit a signed and dated agency letterhead memo attached to the payment request that includes the following information:
  - a) Worker name
  - b) Training, type, i.e. PSTT, PSI
  - c) Training dates (time span in training)
  - d) Amount of reimbursement requested
  - e) A copy of the transcript reflecting the completion of the training for

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each adoption worker and supervisor covered by the payment voucher. This is required before accounting will issue payment.

- f) Memo signed by senior management, not the individual who attended training, confirming that 50% of the adoption workers adoption caseload will be children in the MDHHS foster care system.

The information must be electronically submitted to: MDHHS-AdoptionandGuardianshipPayments@michigan.gov. The subject line shall read: Training Payment

Submit the above information to the designated mailbox **within one year of last day of training**. No original request for payment submitted by the contractor more than one year after the last date of training shall be honored for payment.

m. Training Travel Reimbursement

1) The Contractor must submit:

- a) Certification letter on child placing agency letterhead signed and dated by senior management to include:
  - Contractor Federal ID Number/SIGMA Vendor Number.
  - Exact trainee name as registered in the Learning Management System.
  - Exact class name.
  - Beginning and ending travel dates.
  - Amount of reimbursement requested.
- b) Submit an MDHHS-5628 Travel Voucher for Non-State Employee form. Complete Header Information section and Vendor Information section. In the Accounting Information section enter the invoice number only. Complete the Travel Information section. If additional pages are need for the Travel Information section, add additional pages of the entire MDHHS-5628 Travel Voucher For Non-State Employee form and label "Page 1 of 3", "Page 2 of 3", etc. Complete the bottom of the form – first line: "Print Name of Preparer".
- c) MapQuest printouts for each travel route. Submit the first page of the printout only – Page 1 – with total mileage traveled.
- d) Legible copy of receipts, and front and back of all parking receipts.
- e) Transcripts showing the training completed.

\*\*\* If the training crosses over fiscal years September through October (September ends one fiscal year and October begins the new fiscal year), submit a complete travel reimbursement package for each fiscal year. The total amount of the reimbursement will be prorated for each FY.

- 2) Submit the above information by email **within one year of last day of training** to: [MDHHS-OWDTTTrainingVouchers@michigan.gov](mailto:MDHHS-OWDTTTrainingVouchers@michigan.gov). No original

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request for payment submitted by the Contractor more than one year after the last date of training shall be honored for payment.

## 2.18. Fees and Other Sources of Funding

The Contractor guarantees that any claims made to MDHHS under this Contract will not be financed by any source other than MDHHS under the terms of this Contract. If funding is received through any other source, the Contractor agrees to deduct from the amount billed to MDHHS the greater of either the fee amounts, or the actual costs of the services provided.

The Contractor may not accept reimbursement from a client unless the Contract specifically authorizes such reimbursement in the "Contractor Responsibility" Section. In such case, a detailed fee scale and criteria for charging the fee must be included. If the Contractor accepts reimbursement from a client in accordance with the terms of the Contract, the Contractor must deduct these fees from billings to MDHHS.

Other third-party funding sources, e.g., insurance companies, may be billed for contracted client services. Third-party reimbursement will be considered payment in full unless the third-party fund source requires a co-pay, in which case MDHHS may be billed for the amount of the co-pay. No supplemental billing is allowed.

## 2.19. Recoupment of Funding and Repayment of Debts

### a. Recoupment of Funding

If the Contractor fails to comply with requirements as set forth in this Contract or fails to submit a revised payment request within allotted time frames established by MDHHS in consultation with the Contractor, MDHHS may require the Contractor to reimburse payments made under this Contract to which MDHHS has determined that the Contractor was not entitled. If the Contractor becomes aware of any situation involving payments received under this Contract to which the Contractor was not entitled, the overpayment amount must be repaid to MDHHS within 30 days of the Contractor becoming aware. The Contractor is liable for any cost incurred by MDHHS in the recovery of any funding.

Upon notification by MDHHS that repayment is required, the Contractor must make payment directly to MDHHS within 30 days or MDHHS may withhold current or future payments made under this or any other Contracts, current or future, between MDHHS and the Contractor.

If the Contractor fails to: (1) correct noncompliance activities identified by MDHHS, (2) submit revised billings as requested as part of a corrective action plan when required; or (3) remit overpayments or make arrangements to have the overpayments deducted from future payments within 30 days, such failure will constitute grounds to terminate immediately any or all of

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MDHHS' Contracts with the Contractor. MDHHS will report noncompliance of the Contractor to Michigan's Department of Technology, Management and Budget. Such report may result in the Contractor's debarment from further contracts with the state of Michigan.

- b. Repayment of Other Amounts due MDHHS
- c. By entering into this Contract, the Contractor agrees to honor all prior repayment Contracts established by MDHHS with the Contractor or Contractor's predecessors. In the absence of a repayment Contract for amounts due MDHHS, the Contractor agrees to make monthly payments to MDHHS at an amount not less than 5% of any outstanding balance and to begin on the date this Contract is executed. If any of these required payments are made more than 30 days past the due date, MDHHS may reduce or withhold future payments made under this or any other Contract(s) between MDHHS and the Contractor.

The payment reduction will be made either at the amount originally established in the repayment Contract or at an amount not less than 5% of any outstanding balance effective on the date this Contract is executed.

#### 2.20. Child Protection Law Reporting Requirements

- a. The Contractor must ensure that all employees who have reasonable cause to suspect child abuse or neglect report any suspected abuse or neglect of a child in care to MDHHS for investigation as required by Public Acts of 1975, Act Number 238.
- b. Failure of the Contractor or its employees to report suspected abuse or neglect of a child to MDHHS will result in an immediate investigation to determine the appropriate corrective action up to and including termination of the contract.
- c. Failure of the Contractor or its employees to report suspected child abuse or neglect two or more times within a one-year period will result in a review of the contract child placing agency's violations by a designated Administrative Review Team, which include the Director of CSA and the Director of DCWL or its successor agency, that consider mitigating and aggravating circumstances to determine the appropriate corrective action up to and included license revocation and contract termination.

#### 2.21. Contract Evaluation and Assessment

The Contractor shall participate in an annual contract evaluation to assess contract compliance and overall service provision. The participation shall include, but is not limited to, the following:

- a. Provide quantitative and qualitative data as requested by MDHHS

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- b. Attend and engage in meetings as requested
- c. Develop and implement an Agency Focus Plan with CSPC staff to address all areas of non-compliance.

## 2.22. Corrective Action Requirements

If a program review by MDHHS reveals a lack of compliance with the requirements of this Contract, the Contractor must:

- a. Meet with MDHHS to discuss the noncompliance and develop an Agency Focus Plan.
- b. Achieve compliance within 60 days of receipt of MDHHS' approval of the Agency Focus Plan (unless other time frames are agreed to in writing by MDHHS) or MDHHS may terminate this Contract, subject to the standard contract terms.

## 2.23. Criminal Background Check

As a condition of this Contract, the Contractor certifies that the Contractor must, prior to any individual performing work under this Contract, conduct or cause to be conducted for each new employee, employee, subcontractor, subcontractor employee or volunteer who works directly with:

- a. Clients and/or children under this Contract, or who has access to client information, an Internet Criminal History Access Tool (ICHAT) check and a National and State Sex Offender Registry check.

Information about ICHAT can be found at <http://apps.michigan.gov/ichat>.

The Michigan Public Sex Offender Registry web address is <http://www.mipsor.state.mi.us>.

The National Sex Offender Public Website address is <http://www.nsopw.gov>.

- b. Clients and/or Children under this Contract, a Central Registry (CR) check.

Information about CR can be found at [http://www.mi.gov/MDHHS/0,1607,7-124-5452\\_7119\\_48330-180331--,00.html](http://www.mi.gov/MDHHS/0,1607,7-124-5452_7119_48330-180331--,00.html).

The Contractor must require each employee, subcontractor, subcontractor employee or volunteer who works directly with clients or who has access to client information, under this Contract to timely notify the Contractor in writing of criminal convictions (felony or misdemeanor) and/or pending felony charges or placement on the Central Registry as a perpetrator.

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Additionally, the Contractor must require each new employee, employee, subcontractor, subcontractor employee or volunteer who works directly with clients under this Contract or who has access to client information and who has not resided or lived in Michigan for each of the previous ten (10) years to sign a waiver attesting to the fact that they have never been convicted of a felony or identified as a perpetrator, or if they have, the nature and recency of the felony.

The Contractor certifies they will not submit claims for or assign duties under this Contract, any employee, subcontractor, subcontractor employee, or volunteer based on a determination by the Contractor that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.

The Contractor must have a written policy describing the criteria on which its determinations will be made and must document the basis for each determination. The Contractor may consider the recency and type of crime when making a determination. Failure to comply with this provision may be cause for immediate cancellation of this Contract. In addition, the Contractor must further have a written policy regarding acceptable screening practices of new staff members and volunteers who have direct access to clients and/or client's personal information which serve to protect the organization and its clients that is clearly defined. The Contractor must also assure that any subcontractors have both of these written policies.

If MDHHS determines that an individual provided services under this Contract for any period prior to completion of the required checks as described above, MDHHS may require repayment of that individual's salary, fringe benefits, and all related costs of employment for the period that the required checks had not been completed.

### 3. MDHHS RESPONSIBILITIES

#### 3.1. Payment

MDHHS will make payments to the Contractor pursuant to MCL 17.51-17.57 and State of Michigan Financial Management Guide, Part II-Accounting and Financial Reporting, Chapter 25, Section 100, "Prompt Payment for Goods and Services."

Payments to the Contractor beginning October 1, 2021 for cases where the date of the signed documentation from the court (DHS 5308 or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation is on or after October 1, 2021 are identified in the Schedule B Pricing Matrix.

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a. Category Unit Rates

- 1) Placement: Refer to Schedule B Pricing Matrix for Adoption Payments Rates.

b. Per Diem Payments

For MDHHS referred adoption cases, the Contract will receive the per diem rate up to the maximum per diem rate per child for each day of adoptive services provided. The date of service begins from acceptance of the case (DHS 3600 for cases referred on or after October 1, 2021, or earlier if applicable) to the date of the signed documentation from the court (DHS 5308 or petition date stamped by the court) verifying that the court has accepted the petition and support documentation, or for 150 days, whichever comes first.

For adoption cases referred on or after October 1, 2021 the Contractor may bill for the full per diem amount per child. In the event the Contractor receives the maximum per diem amount per child on a case which is not assigned to the Contractor for 150 days, the Contractor is responsible for repayment of the per diem at the per diem rate for each day in which they were no longer assigned to the case.

All per diem payment requests must include verification from MARE that either a complete photo listing or a complete hold registration was submitted to MARE on the case.

Refer to Schedule B Pricing Matrix for Per Diem Payments Rate.

c. Adoption Dissolution

MDHHS will recover, from the Contractor, the Permanency Unit Rate for adoptions that end in dissolution within 182 days of issuance of an Order of Adoption.

### 3.2. Performance Evaluation and Monitoring

The services provided by the Contractor under this Contract will be evaluated and assessed at least annually by MDHHS on the basis of the criteria outlined in Section 2.11.

MDHHS will perform contract monitoring through activities such as:

- a. Auditing expenditure reports.
- b. Conducting on-site monitoring.
- c. Conducting Interim or Renewal Licensing Studies and reports
- d. Reviewing and analyzing written plans and reports.

### 3.3 Child Safety and Program Compliance Division (CSPC)

CSPC shall be responsible for review of the Contractor's compliance with the Contract via Annual Contract Evaluation. CSPC may review, analyze and comment on all activities covered within the terms of the Contract. If the Annual Contract Evaluation reveals that the Contractor has not complied with the requirements of this Contract, the following procedures shall be implemented:

- a. CSPC shall notify the Contractor of the Contract noncompliance. This notification shall occur through a written report of the findings. The Contractor may request a meeting to discuss and examine the identified Contract noncompliance.
- b. Upon completion of the Annual Contract Evaluation, CSPC will complete an interim report outlining areas of non-compliance. The Contractor will have 60 days to come into compliance with contract requirements and provide documentation of compliance. At that time, the final Annual Contract Evaluation report will be completed by CSPC.
- c. Following the completion of the final Annual Contract Evaluation report, CSPC will meet with the Contractor to develop an Annual Agency Focus Plan to within 14 days of the Contractor receiving the final written report of findings.
- d. Based on the severity or repeated nature of cited violations, a recommendation may be made by MDHHS Program Office at any time to place a moratorium on new placements with the contractor or to cancel the contract. This recommendation will include consultation with the CSPC, MIC, and DCWL, at a minimum. The recommendation will be submitted to the MDHHS Executive Governance Committee for review and approval prior to final decision being made. If either recommendation is made and approved by the Executive Governance Committee, a meeting will be convened with the director of the contracted agency, MDHHS Program Office, CSPC, MIC and DCWL.
- e. If a moratorium on new placements is put into place, it shall be for a minimum of 90 days to allow the contractor to remedy cited violations and comply with any agreed on corrective actions. If the cited violations are not corrected during the period of the moratorium or additional serious violations are cited, consideration shall be given to cancellation of the agency's contract. Final decisions regarding the cancellation of a contract shall be made by the Executive Governance Committee.

**ADD STANDARD TERMS**

**ADD SECTION 5 FEDERAL PROVISIONS ADDENDUM**



Master Contract Number:	Adoption
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**State of Michigan  
Michigan Department of Health and Human Services  
Adoption Services**

**SCHEDULE B  
PRICING MATRIX**

<b>Contract Period</b>	<b>Contract Amount</b>
Begin date through September 30, 2024	<b>\$0.00</b>

a. Category Unit Rates

<b>Rate Category</b>	<b>Placement</b>	<b>Finalization</b>	<b>Permanency</b>
Early Adoption Level 2	\$8,080.00	\$4,043.00	\$1,347.00
Early Adoption Level 1	\$7,030.00	\$3,518.00	\$1,172.00
Baseline	\$6,330.00	\$3,165.00	\$1,055.00
Late Adoption Level 1	\$5,620.00	\$2,813.00	\$937.00
Late Adoption Level 2	\$3,510.00	\$1,755.00	\$585.00
Late Adoption Level 3	\$2,810.00	\$1,402.00	\$468.00
Late Adoption Level 4	\$2,110.00	\$1,058.00	\$352.00
MARE	\$14,340.00	\$7,170.00	\$2,390.00
Residential	\$9,350.00	\$4,672.00	\$1,558.00
In-State Transfer Services	\$3,510.00		
ICPC Existing Services – Michigan Case	\$3,510.00		
ICPC New Services – Michigan Case	\$4,100.00		
ICPC- Case from another ICPC participating state through ICPC (non-Michigan ward) – Adoptive Family Home Study Denial	\$2,200.00		
ICPC case from another ICPC participating state through ICPC (non-Michigan ward) – Adoptive Family Home Study Approval	\$2,200.00		
ICPC case from another ICPC participating state through ICPC (non-Michigan ward) – Adoption Supervision with applicable reports	\$550.00 at Placement \$550.00 at Finalization		

Master Contract Number:	Adoption
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b. Per Diem Payments

Per Day	Maximum Per Child
\$23.00	\$3,450.00

This per diem rate is to be separate from the outcome-based category unit rates listed in Schedule B Pricing Matrix, Section a., above and shall not be deducted from the total reimbursement the Contractor receives for the applicable placement or finalization rate of an adoption.

c. Training Payments

Training Type Completion	Reimbursement Rate
Child Welfare Pre-Service Institute	\$6,000.00
Pre-Service Institute Child Welfare Certificate (CWC) Training	Up to a maximum of \$3,000.00 calculated on an actual cost basis
Child Welfare New Supervisor Institute Training	Up to a maximum of \$1,500.00 calculated on an actual cost basis
Child Welfare Program-Specific Transfer Training	Up to a maximum of \$2,800.00 calculated on an actual cost basis
MDHHS OWDT Training	Contract's normal rate of reimbursement or State rates, whichever is less. Travel reimbursement is calculated on an actual cost basis and is limited to lodging, mileage, parking, and bridge tolls subject to conditions identified in Section 2.10, f.20)e).

d. The costs of all services provided under this Contract are included in the above rate(s) unless otherwise noted in this Contract.